



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

This matter proceeded by way of an ex parte Direct Request Proceeding pursuant to section 38.1 of the Residential Tenancy Act (the Act) and dealt with an Application for Dispute Resolution by the Tenant for a monetary order for the return of a security deposit and a pet damage deposit, and to recover the filing fee.

The Tenant submitted signed Proof of Service Tenant Notice of Direct Request Proceeding documents which declare that the Tenant served the Landlords with the Notice of Dispute Resolution Proceeding and supporting evidence by hand on December 19, 2021. However, written notes provided with the application state these documents were placed in the Landlords' mailbox located adjacent to the front door because the Landlords did not answer the door when the Tenant and a witness knocked.

In this type of matter, the Tenant must prove they served each of the Landlords with the Notice of Dispute Resolution Proceeding and supporting evidence in accordance with section 89 of the Act.

Section 89(1) of the Act sets out the ways an application for dispute resolution must be served when seeking a monetary order:

An application for dispute resolution...must be given in one of the following ways:

- (a) by leaving a copy with the person;*
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;*
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;*

- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;*
- (e) as ordered by the director...*
- (f) by any other means of service provided for in the regulations.*

Based on the Tenant's description of service, I find that the Notice of Dispute Resolution Proceeding was served on the Landlords by leaving copies in the Landlords' mailbox. However, this is not an approved method of service under section 89(1) of the Act when seeking a monetary order. As a result, I am unable to conclude the Landlords were served in accordance with the Act.

Considering the above, I find that the Tenant's request for a monetary order for the return of a security deposit and a pet damage deposit is dismissed with leave to reapply. This is not an extension of any applicable time limit established under the Act.

As the Tenant has not been successful, I find that the Tenant's request to recover the filing fee is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.

Dated: January 19, 2022

Residential Tenancy Branch